

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W81EYN33107344

PAGE 1 OF 35

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PL-04-T-0003		6. SOLICITATION ISSUE DATE 12-Nov-2003					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME OLGA L JIMENEZ				b. TELEPHONE NUMBER (No Collect Calls) 213/452-3238		8. OFFER DUE DATE/LOCAL TIME 04:30 PM 24 Nov 2003					
9. ISSUED BY CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES CA 90053-2352		CODE W912PL		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8000 SIZE STANDARD: \$4.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS					
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE									
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.										ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.										ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)							
						42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

THE TECHNICAL P.O.C. IS: KEN RAABE (213) 452-3596.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOB AND DEMOB FFP PURCHASE REQUEST NUMBER: W81EYN33107344	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ROTARY DRILLING/SAMPLING FFP PURCHASE REQUEST NUMBER: W81EYN33107344	450	Foot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SAMPLES DELIVERY FFP PURCHASE REQUEST NUMBER: W81EYN33107344	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	STANDBY TIME	3	Hours		
	FFP				
	PURCHASE REQUEST NUMBER: W81EYN33107344				

NET AMT

Scope of Work

Lagoonal sediment drilling in San Diego County, California

for the US Army Corps of Engineers Geotechnical Branch (CESPL-ED-GG)

Rotary borings in San Elijo Lagoon, City of Encinitas, San Diego Co., CA

1. *Description of area and tasks.*
- a. *Overview.* Within the city limits of Encinitas, California, the driller will complete approximately fifteen to twenty rotary borings with required boring depths of 30-40 feet, at sites within the West and Central Basins of San Elijo Lagoon as identified by the Corps of Engineers geologist. The purpose of the explorations is the collecting of samples for grain size analysis to determine beach compatibility of sediments to be excavated from a disposal pit which is to hold dredged lagoonal sediments. No chemical samples will be taken. The borings will be within the intertidal mud flats; soils are anticipated to range between lean clays and coarse sands with occasional cobbles. The upper few feet of the borings will consist of soft, water-saturated, organic-rich sandy silts. Below this upper layer, heaving sands are likely to be encountered and will have to be accounted for in the drilling procedures. Groundwater will be encountered throughout the entire length of the borings.
- b. *Equipment Required.* Rotary-core drilling methods will be required due to anticipated heaving soil conditions in the hole, and probable gravel/cobble layers at depth. The rotary drill rig must be capable of taking continuous samples to a depth of 12 meters (40 feet). The rotary drill system shall include either wireline-type drilling tools or shall use a split-spoon sampler and Shelby tubes to collect the samples. Due to the intertidal nature of the site, and

samples. Estimated quantities are: 15 borings at 30 feet/hole for 450 feet of sample. Lack of sample recovery will not be cause for non-payment unless the US Army Corps of Engineers representative determines that the sampling equipment is not being operated correctly.

The sediment samples collected for physical testing by the Government will be placed into labeled, sealable, plastic quart-size bags by the Project Geologist. Upon completion of the drilling, the bagged samples shall be delivered by the Contractor at the Contractor's expense to the following location:

Mr. Art Moncayo Tel: (626) 401-4095

Los Angeles District Soils Laboratory

645 North Durfee Avenue
South El Monte, California, 91733-4399

e. *Location and Number of Holes.* The drill sites are located within the West and Central Basins of San Elijo lagoon in the city of Encinitas (Figure 1). The West Basin is situated between Highway 101 on the west and the Santa Fe Railroad and trestle on the east. The West Basin contains 4-5 ponds, separated by higher ground, and totals 45 acres. The Central Basin is located between the railroad on the west and Interstate 5 on the east. The Central Basin constitutes 220 acres of mudflats and shallow open water. The total number of drill hole locations to be attempted under this contract are 15-20, but may be increased or decreased in the field at the discretion of the Corp's technical representative. See Figure 1 for the proposed hole locations. The hole positions are subject to change. The Project Geologist shall indicate the final location of each test site to be explored.

f. *Access.* The borings will be positioned in the mud flats which are traversed by shallow tidal channels. Access to some of the sites will only be available during low tide conditions. The water level at the railroad bridge within the lagoon at low tide is approximately 0 feet NGVD (2.56 feet MLLW). The water level at high tide is approximately 0.5 feet less than the open ocean tide as given by local tidal charts. The elevations of the proposed borings range from approximately 0 feet NGVD (2.56 feet MLLW) to approximately 4 feet NGVD (6.56 feet MLLW). Shallow, soft-bottomed, water-filled channels may need to be crossed to access individual sites. Tidal conditions will need to be considered before movement to individual sites. However, it is anticipated that the lagoon inlet will be partially to completely blocked during the drill program, and true water depths will be intermediate between the high and low tide levels were the inlet still open. A site visit by the bidder to assess site conditions is recommended. The Project Geologist shall indicate the location of each test site to be explored. If the Contractor believes the site is accessible by his equipment, he will proceed to the worksite. If the Contractor believes the intended work site is not accessible, a new location that is mutually acceptable for the work location shall be selected. The Contractor is responsible for occupying the test location site.

g. *Spills, damage, and clean-up.* Holes will be backfilled upon completion, using drill cuttings. The Contractor shall take such precautions as may be necessary to prevent oil, grease, hydraulic fluid, or other waste materials from leaking or spilling into this environmentally-sensitive lagoonal area. The Contractor shall be prepared to clean up and properly dispose of any such spillage or leakage in accordance with Federal and State requirements. The Contractor shall exercise extreme care to avoid damage to existing structures or facilities and access roads. Any

and finishing up no later than Friday, although a job start on a day other than a Monday can be negotiated, by mutual agreement, with the operator. If there is a remnant of work to complete the job after Friday ends, or optimal tidal conditions warrant, work may be continued through the weekend by mutual agreement. The work shall commence within fourteen (14) calendar days of award of contract and shall be completed in not more than forty-two (42) calendar days following award of contract.

2. Measurement and payment.

a. *General.* The contract prices for items specified below shall constitute full compensation for furnishing all plant, labor, equipment (including support equipment and vehicle(s)), materials, gauges and supplies, and for performing all required operations and completion of all work. All measurements for payment shall be made by or in the presence of the COE.

b. *Mobilization and demobilization.* Payment for mobilization and demobilization will be made as a lump sum at the applicable contract price, and that payment shall include all costs for the transport of all equipment, materials, and personnel from the Contractor's yard to and from the project site. Also included are assembly of the drill rig upon arrival at the site, as well as tearing down after completion, and clean-up.

c. *Rotary drilling.* Measurement will be the number of feet of drilling completed. All measurement will be to the nearest foot. Drill set ups and moves between hole sites are included in the footage rate. This will include all drilling and labor costs. Also to be included in the rotary drilling services bid price are the following services and incidentals:

- Continuous sampling;
- Use of all support equipment and vehicles, as needed, such as a water truck, pick-up truck, etc.;
- Drilling/sampling consumables;
- Wear on drilling equipment and tools;
- Per diem, if required;
- Installation and removal of casing as needed;
- Drilling mud, if needed.

d. *Sample delivery.* Payment for the delivery of physical samples will be made at the applicable contract price, which payment shall include all costs for the handling, storage, and delivery of the physical samples to the Corps of Engineers Soils Laboratory at El Monte, California.

e. *Standby time.* Payment will be made at the hourly rate for time delays resulting from suspension of activities at the direction of COE personnel, e.g. for logging or packaging samples. Breakdown time will not be paid. Interruption of work due to possible high tide conditions will not be paid separately. The Contractor is responsible for occupying the test location sites. If the equipment becomes mired, stuck, or otherwise delayed, the Contractor shall not be paid additionally for such delay.

3. *Items furnished by the Government.*

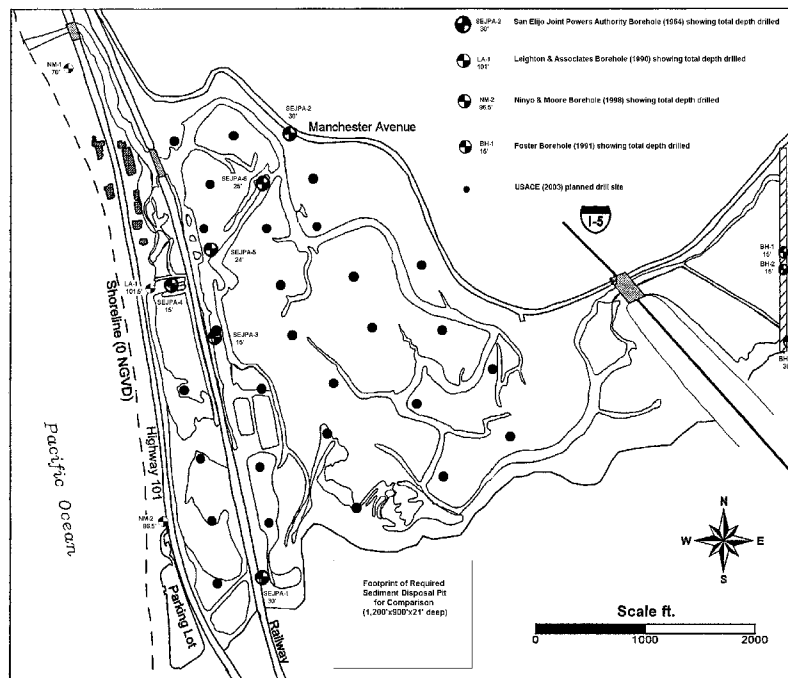
- a. The Government shall make available to the Contractor project maps showing the approximate location of each proposed test hole.
- b. A Corps of Engineers geologist or engineer shall be on site at all times to direct the work; log the holes; recover the samples (with the assistance of the contractor's work crew); and package the samples for shipment.
- c. Materials for packaging samples. Samples will be tested at a US Army Corps of Engineers facility.
- d. Clearances and flagging of all underground utilities.
- e. Obtaining all necessary permits from the County of San Diego and any other State, Federal or local agency necessary for the Contractor to operate within San Elijo lagoon.
- f. Locating of all drilling sites and obtaining right-of-entry permits/signatures.
- g. Environmental and archeological surveys and clearances.

4. *CCR requirement.*

The Central Contractor Registration system is a central repository of all companies and agencies wanting to do business with DoD. These companies and agencies **Must** be registered and validated in **CCR prior to award** of any contract, basic agreement, basic ordering agreement, or purchase order.

A major benefit for your company to be registered with the **CCR** is to increase your worldwide visibility to DoD for your specific goods and services. Also, the **CCR** database will be used by DoD to verify your data and EFT capability for receiving payments. Please take a few moments to visit the CCR database website at: <http://www.ccr.dlis.dla.mil> and register your company or call their help line at: (888)227-2423.

If a DUN & BRADDTREET number is needed please call (800) 333-0505.



52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.0215-5000 DIRECTIONS FOR SUBMITTING OFFERS (MAR 2002)

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No. W912PL-04-T-0003

Closing Date: Nov 24, 2003

Closing Time: 4:30 p.m.

U. S. Army Engineer District, Los Angeles
ATTN: Contracting Division
C/O: Olga Jimenez
P. O. Box 532711
Los Angeles, CA 90053-2325

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: 915 Wilshire Blvd., Public Affairs Office (PAO), Suite 980, Los Angeles, CA 90017.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Public Affairs Office (PAO), Suite 980, Wilshire Blvd, Los Angeles, CA at which time they will be escorted within the building. Offerors are no longer permitted to hand-carry their offers directly to Contracting Division. **Offers may NOT be either turned-in or left unattended at the Public Affairs Office (PAO), Suite 980.**

The Contract Specialist will be in the Public Affairs Office (PAO), Suite 980, 30 minutes prior to the scheduled closing time/date for receipt of proposals.

Offerors who wish to hand-deliver their offers at an earlier date and time must notify the Contract Specialist in advance in order to arrange to be met at the Public Affairs Office, Suite 980 by Contracting Personnel. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213.452.3231, in order to request assistance.

In order to expedite visitor processing, offerors must complete the information requested on the Notice of Visitor(s) Form that is attached at the end of this clause. The completed form must then be faxed to the Contract Specialist 24 hours prior to the date for receipt of proposals. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made. Please ensure that all courier and delivery personnel are aware of these special procedures pertaining to hand carried offers.

NOTICE OF VISITOR(S)

1. Date(s) of Visit (*Inclusive*)

2. Arrival Time

<i>(Include Div, Br, Sec)</i>		
8. Contact Person <i>(if other than Person Being Visited)</i>		9. Telephone Number
10. Other Comments or Instructions		
<ul style="list-style-type: none"> - All visitors must report to the Public Affairs Office, Suite 980 - Visitors must use the Visitor Tag provided. - Visitors must be escorted to Corps of Engineers floors - Parking validation is only available for Engineering Division, Construction-Operations, and Information Management field personnel. - Delivery personnel will be validated for 30 minutes only. 		

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_N/A(iii) Alternate II to (JUNE 2003) 52.219-5.

_N/A (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_N/A (ii) Alternate I (OCT 1995) of 52.219-6.

_N/A (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_N/A (ii) Alternate I (OCT 1995) of 52.219-7.

_N/A (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

_N/A (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

_N/A (ii) Alternate I (OCT 2001) of 52.219-9.

_N/A(iii) Alternate II (OCT 2001) of 52.219-9.

_N/A (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_N/A (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_N/A(ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_N/A(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_N/A (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_N/A (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

_XX (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

_N/A(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_N/A(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_N/A(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

_N/A(ii) Alternate I (MAY 2002) of 52.225-3.

_N/A(iii) Alternate II (MAY 2002) of 52.225-3.

_N/A(23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_N/A(24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

_N/A(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_N/A (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_N/A (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_N/A (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_N/A (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_N/A (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_N/A (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_N/A(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_N/A (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_N/A (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that

_XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_XX 5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

WAGE RATES**WAGE DETERMINATION NO: 94-2058 REV (29) AREA: CA,SAN DIEGO**

WAGE DETERMINATION NO: 94-2058 REV (29) AREA: CA,SAN h0h2 DIEGO	
REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL	
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2058
William W.Gross	Division of
Director	Wage Determinations
	Revision No.: 29
	Date Of Last Revision: 09/04/2003

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State: [h1h3](#)**California**

Area: [h2h4](#)**California** Counties of Imperial, [h3h5](#)**San Diego**

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

10.92

01012 - Accounting Clerk II

11.91

01013 - Accounting Clerk III

13.91

01014 - Accounting Clerk IV

17.29

01030 - Court Reporter

15.77

01050 - Dispatcher, Motor Vehicle

15.77

01060 - Document Preparation Clerk

11.70

01070 - Messenger (Courier)

01118 - General Clerk IV
13.40
01120 - Housing Referral Assistant
18.99
01131 - Key Entry Operator I
10.96
01132 - Key Entry Operator II
12.43
01191 - Order Clerk I
11.38
01192 - Order Clerk II
14.19
01261 - Personnel Assistant (Employment) I
13.39
01262 - Personnel Assistant (Employment) II
15.60
01263 - Personnel Assistant (Employment) III
18.79
01264 - Personnel Assistant (Employment) IV
21.98
01270 - Production Control Clerk
16.88
01290 - Rental Clerk
13.10
01300 - Scheduler, Maintenance
13.40
01311 - Secretary I
13.40
01312 - Secretary II
15.77
01313 - Secretary III
18.99
01314 - Secretary IV
21.47
01315 - Secretary V
25.37
01320 - Service Order Dispatcher
14.48
01341 - Stenographer I
11.70
01342 - Stenographer II
13.40
01400 - Supply Technician
21.47
01420 - Survey Worker (Interviewer)
15.77

01611 - Word Processor I
12.67
01612 - Word Processor II
15.57
01613 - Word Processor III
18.97
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
12.17
03041 - Computer Operator I
13.40
03042 - Computer Operator II
15.52
03043 - Computer Operator III
17.36
03044 - Computer Operator IV
20.39
03045 - Computer Operator V
22.57
03071 - Computer Programmer I (1)
19.68
03072 - Computer Programmer II (1)
24.39
03073 - Computer Programmer III (1)
27.62
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
13.78
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
20.03
05010 - Automotive Glass Installer
17.45
05040 - Automotive Worker
17.45
05070 - Electrician, Automotive
18.13
05100 - Mobile Equipment Servicer
16.06

05310 - Painter, Automotive
18.46
05340 - Radiator Repair Specialist
17.45
05370 - Tire Repairer
15.52
05400 - Transmission Repair Specialist
18.76
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
8.28
07010 - Baker
12.00
07041 - Cook I
11.04
07042 - Cook II
12.00
07070 - Dishwasher
8.28
07130 - Meat Cutter
14.30
07250 - Waiter/Waitress
8.96
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
18.13
09040 - Furniture Handler
13.02
09070 - Furniture Refinisher
18.13
09100 - Furniture Refinisher Helper
15.06
09110 - Furniture Repairer, Minor
16.81
09130 - Upholsterer
18.13
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
9.77
11060 - Elevator Operator
9.11
11090 - Gardener
12.14
11121 - House Keeping Aid I
8.36
11122 - House Keeping Aid II

11360 - Window Cleaner
10.69
12000 - Health Occupations
12020 - Dental Assistant
16.07
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
13.50
12071 - Licensed Practical Nurse I
12.34
12072 - Licensed Practical Nurse II
13.84
12073 - Licensed Practical Nurse III
15.52
12100 - Medical Assistant
11.80
12130 - Medical Laboratory Technician
15.04
12160 - Medical Record Clerk
13.89
12190 - Medical Record Technician
14.58
12221 - Nursing Assistant I
7.83
12222 - Nursing Assistant II
8.86
12223 - Nursing Assistant III
9.60
12224 - Nursing Assistant IV
10.80
12250 - Pharmacy Technician
14.53
12280 - Phlebotomist
14.34
12311 - Registered Nurse I
23.22
12312 - Registered Nurse II
27.35
12313 - Registered Nurse II, Specialist
27.35
12314 - Registered Nurse III
32.49
12315 - Registered Nurse III, Anesthetist
32.49
12316 - Registered Nurse IV
38.94
13000 - Information and Arts Occupations

13043 - Illustrator III
25.61
13047 - Librarian
25.37
13050 - Library Technician
13.58
13071 - Photographer I
13.02
13072 - Photographer II
16.76
13073 - Photographer III
19.53
13074 - Photographer IV
23.89
13075 - Photographer V
28.91
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
7.97
15030 - Counter Attendant
7.97
15040 - Dry Cleaner
9.93
15070 - Finisher, Flatwork, Machine
7.97
15090 - Presser, Hand
7.97
15100 - Presser, Machine, Drycleaning
7.97
15130 - Presser, Machine, Shirts
7.97
15160 - Presser, Machine, Wearing Apparel, Laundry
7.97
15190 - Sewing Machine Operator
10.57
15220 - Tailor
11.20
15250 - Washer, Machine
8.65
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
18.13
19040 - Tool and Die Maker
22.25
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator

21100 - Shipping/Receiving Clerk
11.60
21130 - Shipping Packer
12.96
21140 - Store Worker I
9.76
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
12.85
21210 - Tools and Parts Attendant
12.95
21400 - Warehouse Specialist
13.93
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
20.78
23040 - Aircraft Mechanic Helper
15.36
23050 - Aircraft Quality Control Inspector
21.67
23060 - Aircraft Servicer
17.14
23070 - Aircraft Worker
17.79
23100 - Appliance Mechanic
18.13
23120 - Bicycle Repairer
15.52
23125 - Cable Splicer
21.57
23130 - Carpenter, Maintenance
18.13
23140 - Carpet Layer
17.45
23160 - Electrician, Maintenance
20.26
23181 - Electronics Technician, Maintenance I
14.23
23182 - Electronics Technician, Maintenance II
20.68
23183 - Electronics Technician, Maintenance III
24.77
23260 - Fabric Worker
16.81
23290 - Fire Alarm System Mechanic
18.76
23310 - Fire Extinguisher Repairer

23470 - Laborer
10.95
23500 - Locksmith
18.13
23530 - Machinery Maintenance Mechanic
22.42
23550 - Machinist, Maintenance
18.96
23580 - Maintenance Trades Helper
15.06
23640 - Millwright
23.50
23700 - Office Appliance Repairer
19.34
23740 - Painter, Aircraft
18.46
23760 - Painter, Maintenance
18.13
23790 - Pipefitter, Maintenance
19.55
23800 - Plumber, Maintenance
18.89
23820 - Pneudraulic Systems Mechanic
20.14
23850 - Rigger
18.76
23870 - Scale Mechanic
18.33
23890 - Sheet-Metal Worker, Maintenance
18.76
23910 - Small Engine Mechanic
17.45
23930 - Telecommunication Mechanic I
19.76
23931 - Telecommunication Mechanic II
22.91
23950 - Telephone Lineman
19.76
23960 - Welder, Combination, Maintenance
18.76
23965 - Well [h4h6](#)Driller
19.74
23970 - Woodcraft Worker
20.14
23980 - Woodworker
16.06

25040 - Sewage Plant Operator
23.28
25070 - Stationary Engineer
22.75
25190 - Ventilation Equipment Tender
16.57
25210 - Water Treatment Plant Operator
23.28
27000 - Protective Service Occupations
(not set) - Police Officer
25.70
27004 - Alarm Monitor
19.44
27006 - Corrections Officer
20.59
27010 - Court Security Officer
22.34
27040 - Detention Officer
22.34
27070 - Firefighter
20.71
27101 - Guard I
9.13
27102 - Guard II
17.44
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
16.80
28020 - Hatch Tender
16.13
28030 - Line Handler
16.13
28040 - Stevedore I
16.24
28050 - Stevedore II
18.17
29000 - Technical Occupations
21150 - Graphic Artist
20.28
29010 - Air Traffic Control Specialist, Center (2)
30.18
29011 - Air Traffic Control Specialist, Station (2)
20.82
29012 - Air Traffic Control Specialist, Terminal (2)
22.93
29023 - Archeological Technician I

29062 - Drafter II
14.98
29063 - Drafter III
19.27
29064 - Drafter IV
22.46
29081 - Engineering Technician I
14.99
29082 - Engineering Technician II
16.83
29083 - Engineering Technician III
20.26
29084 - Engineering Technician IV
24.68
29085 - Engineering Technician V
30.06
29086 - Engineering Technician VI
36.39
29090 - Environmental Technician
18.18
29100 - Flight Simulator/Instructor (Pilot)
30.38
29160 - Instructor
23.75
29210 - Laboratory Technician
18.27
29240 - Mathematical Technician
23.52
29361 - Paralegal/Legal Assistant I
17.86
29362 - Paralegal/Legal Assistant II
22.39
29363 - Paralegal/Legal Assistant III
27.39
29364 - Paralegal/Legal Assistant IV
33.13
29390 - Photooptics Technician
21.92
29480 - Technical Writer
25.76
29491 - Unexploded Ordnance (UXO) Technician I
19.18
29492 - Unexploded Ordnance (UXO) Technician II
23.21
29493 - Unexploded Ordnance (UXO) Technician III
27.82

31260 - Parking and Lot Attendant
8.08
31290 - Shuttle Bus Driver
11.47
31300 - Taxi Driver
9.30
31361 - Truckdriver, Light Truck
11.33
31362 - Truckdriver, Medium Truck
14.89
31363 - Truckdriver, Heavy Truck
15.83
31364 - Truckdriver, Tractor-Trailer
15.83
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
9.66
99030 - Cashier
10.94
99041 - Carnival Equipment Operator
11.56
99042 - Carnival Equipment Repairer
12.32
99043 - Carnival Worker
8.28
99050 - Desk Clerk
10.06
99095 - Embalmer
19.62
99300 - Lifeguard
10.08
99310 - Mortician
19.62
99350 - Park Attendant (Aide)
12.66
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
11.63
99500 - Recreation Specialist
13.95
99510 - Recycling Worker
13.15
99610 - Sales Clerk
10.92
99620 - School Crossing Guard (Crosswalk Attendant)
8.28
99630 - Sport Official

99740 - Vending Machine Repairer Helper
11.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi) }

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already